

Panaji, 9th June, 2016 (Jyaishta 19, 1938)

SERIES II No. 10

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

Department of Education, Art &amp; Culture

Directorate of Archives and Archaeology

#### Order

No. 9/12/8/EDN/2015-16/Part file/1331

Read: Memorandum No. 9/12/8/EDN/2015-16/Part file-1264 dated 13-11-2015.

On the recommendation of Goa Public Service Commission vide letter No. COM/I/5/4(1)2015/1242 dated 23rd October, 2015, the Government is pleased to appoint Shri Varad Sudhir Sabnis on temporary basis to the post of Assistant Superintending Archaeologist, Group 'B', Gazeted in the Directorate of Archives and Archaeology, Government of Goa in the pay scale of Rs. 9,300-34,800+Grade Pay 4,600 with immediate effect.

Shri Varad Sudhir Sabnis has been declared fit by the Medical Board of Goa Medical College vide certificate No. DM/GMC/15/M/board/213 dated 19-11-2015 forwarded vide letter No. 4/105/85/H/GMC/2015/441 dated 21-11-2015. Further, his character and antecedents have been verified by the concerned authority and communicated that nothing adverse is reported against him.

Shri Varad Sudhir Sabnis will be on probation for a period of two years.

The expenditure on his pay and allowances shall be debited to the Budget Head of Accounts as follows.

Demand No. 45:

2205—Art and Culture.

00—

103—Archaeology.

01—Reorganisation of Archaeology (Non-Plan).

01—Salaries.

By order and in the name of the Governor of Goa.

*B. Medeira*, Director & ex officio Jt. Secretary (Archives and Archaeology).

Panaji, 30th November, 2015.

#### Order

No. 9/12/8/EDN/2015-16/Part file-A(P)-1801

Read: Memorandum No. 9/12/8/EDN/2015-16/Part file-A(P)/1709 dated 13-01-2016.

On the recommendation of Goa Public Service Commission vide letter No. COM/I/5/4(2)2015/1338 dated 29th December, 2015, the Government is pleased to appoint Shri Balaji Sudas Shenmy on temporary basis to the post of Archivist (Publication), Group 'B', Gazetted in the Directorate of Archives and Archaeology, Government of Goa in the pay scale of Rs. 9,300-34,800+Grade Pay 4,600 with immediate effect.

Shri Balaji Sudas Shenmy has been declared fit by the Medical Board of Goa Medical College forwarded vide letter No. 4/105/85/II/GMC/2016/33 dated 23-01-2016. Further, his character and antecedents have been verified by the concerned authority and communicated that nothing adverse is reported against him.

Shri Balaji Sudas Shenmy will be on probation for a period of two years.

The expenditure on his pay and allowances shall be debited to the Budget Head of Accounts as follows.

Demand No. 45:

2205—Art and Culture.

00—

104—Archives.

02—Development &amp; Reorganisation of Archives (Non-Plan).

01—Salaries.

By order and in the name of the Governor of Goa.

*B. Medeira*, Director & ex officio Jt. Secretary (Archives and Archaeology).

Panaji, 29th January, 2016.

Department of Finance  
Directorate of Accounts

Notification

No. DA/Admn/11-12/2016-2017/21

Read:-(i) Notification No. DA/Admn/11-12/2015-2016/92 dated 09-11-2015 published in the Official Gazette, Series I No. 34 dated 19-11-2015.

(ii) Notification No. DA/Admn/11-12/2015-2016/93 dated 09-11-2015 published in the Official Gazette, Series I No. 34 dated 19-11-2015.

Whereas, vide clause (4) of the Notification No. DA/Admn/11-12/2015-2016/92 dated 09-11-2015 (read at (1) above), provides for the Departmental Selection Committee comprising of the Director of Accounts, next immediate senior officer in the Directorate of Accounts and the Under Secretary to the Finance Department, Government of Goa for the purpose of the Initial Recruitment Examination of the post of Accountant (Group 'C', Non-Gazetted) to Common Accounts Cadre of Directorate of Accounts, Government of Goa.

2. And whereas, vide clause (7) of the Notification No. DA/Admn/11-12/2015-2016/93 dated 09-11-2015 (read at (2) above), the guidelines for the purpose recruitment to the post of Accountants has provided for the Departmental Selection Committee as given in para (1) above.

3. And whereas, two of the members of the Departmental Selection Committee have submitted their request to exclude them from the Departmental Selection Committee, on grounds that their relatives are appearing for the viva voce/oral interview scheduled to be held on 07th June, 2016 to 10th June, 2016, pursuant to the written examination held on

24-01-2016, to consider candidates for posts of Accountants, notified vide Notification No. DA/Admn/11-12/2015-2016/94 dated 09-11-2015.

4. Now, therefore, Government has considered this request in terms of the extant instructions vide O. M. No. 22011/8/87-Estt.(D) dated 03-06-1988 issued by the Department of Personnel & Training, Ministry of Personnel, Public Grievances & Pension Welfare, Government of India and in partial modification of clause (7) of the Notification dated 09-11-2015, read at (2) above, has conveyed that the composition of the Departmental Selection Committee for the purpose of conducting viva voce/oral interview and recommendation of the select list for considering appointment to the post of Accountant, shall be as follow:-

- 1) Additional Secretary (Finance), .... Chairman.  
Secretariat, Porvorim
- 2) Shri Sanjay Prabhu, .... Member.  
Joint Director of Accounts,  
Goa Sarva Shiksha Abhiyan
- 3) Under Secretary, Finance (R&C) .... Member.  
Secretariat, Porvorim

The Departmental Selection Committee as constituted above shall conduct the viva voce/oral interview from 07th June, 2016 to 10th June, 2016 as per the schedule and time table prepared by the Director of Accounts and recommend the select list as above.

This issues with the approval of the Government, through Finance (Revenue and Control) Department vide U.O. No. 1400019063 dated 06-06-2016.

By order and in the name of the Governor  
of Goa.

G. P. Kanekar, Director & ex officio Joint Secretary  
(Accounts).

Panaji, 6th June, 2016.

## Department of Industries

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**Order**

No. 3/96/2006-IND/364

Read: Memorandum No. 3/96/2006-IND dated 05-04-2016.

On the recommendation of the Goa Public Service Commission vide their letter No. Com/I/5/25(2)/2011/42 dated 28-01-2016, the Government of Goa is pleased to appoint Kum. Geeta Anant Joshi to the post of Planning Officer (Group 'B' Gazetted) in the Directorate of Industries, Trade and Commerce, Panaji-Goa on temporary basis in the pay scale of Rs. 9,300-34,800 with grade pay of Rs. 4,600/- with immediate effect.

2. The above appointee has been declared medically fit by the Medical Board of Goa Medical College, Bambolim-Goa. The character and antecedents have been verified by North Goa District Magistrate.
3. The above appointee shall be on probation for a period of two years.
4. The pay and allowances of the above officer shall be debited to the following Budget Head:
  - 2851 – Village and Small Industries
  - 001 – Direction and Administration
  - 01 – Strengthening of Directorate
  - 01 – Salaries (Plan)

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Industries).

Porvorim, 2nd June, 2016.

**Order**

No. 3/26/2014-IND/366

Government of Goa is pleased to designate the following officers as Public Information Officer and First Appellant Authority in respect of Goa Investment Promotion and Facilitation Board (Goa-IPB), Secretariat, Porvorim-Goa under Section 5 and sub-section (1) of Section 19 respectively of the Right to Information Act, 2005.

Designation of the Officer to be appointed as Public Information Officer	Designation of the Officer to be appointed as First Appellant Officer
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Chief Executive Officer, Goa-IPB, Cabin No. 020, Ground Floor, Secretariat, Porvorim-Goa. Phone No.: 0832-2419541 Cell: 9765402904 Email: ceo-ipb.goa@gov.in	Secretary (Industries), Secretariat, Porvorim-Goa. Phone No. 0832-2419407
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By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Industries).

Porvorim, 2nd June, 2016.

**Order**

No. 3/2/2015-IND/369

Government of Goa is pleased to appoint General Manager (DIC), Directorate of Industries, Trade and Commerce, Panaji-Goa as a Nodal Officer for uploading information and status on reforms implemented by the State Government in respect to '340-Point Business Reform Action Plan' on the online portal launched by Government of India with the following address: <http://eodb.dipp.gov.in>.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Industries).

Porvorim, 3rd June, 2016.



## Department of Information Technology

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**Order**

No. 5(8)/2008/DOIT/Per-Pra-Vol/Dy.Dir(Tech)/248

Read: 5(8)/2008/DOIT/Per-Pra-Vol/Dy.Dir(Tech)/448 dated 03-06-2014.

Consequent upon the transfer on deputation of Shri Praveen Ramnath Volvotkar, Deputy Director (Technical) of Department of Information as Director (Administration) in Sports Authority of Goa, the post of Deputy Director (Technical) has fallen vacant since 03-06-2014.

Shri Praveen Ramnath Volvotkar, Director (Administration) in Sports Authority of Goa shall hold additional charge of the post of Dy. Director (Technical) in the Department of Information Technology, Porvorim in addition to his own duties, with immediate effect until further orders.

This has the approval of the Government.

By order and in the name of the Governor of Goa.

*Ameya Abhyankar*, IAS, Director & ex officio Jt. Secretary (I.T).

Porvorim, 30th May, 2016.



## Department of Labour

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### Notification

No. 28/13/2011-LAB/335

The following award passed by the Industrial Tribunal-cum-Labour Court at Panaji-Goa on 03-03-2016 under reference No. IT/49/12 dated 03-03-2016 in respect of Shri Rohidas Gaude is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank Thakur*, Under Secretary (Labour).

Porvorim, 17th May, 2016.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/49/12

Workmen

Rep. by the Presiding/General Secretary,  
CG-PPI Kundaime Employees union,  
C/o Shri Rohidas H. Gaude,  
Akarwada, Mardol-Goa. .... Workmen/Party I.

V/s

M/s CG-PPI Adhesive Products Ltd.,  
215, Kundaime Industrial Estate,  
Kundaime-Goa. .... Employer/Party II.

Workmen/Party I represented by Adv. Shri H. Shirodkar.

Employer/Party II represented by Adv. Shri. P. J. Kamat.

### Award

(Passed on this 3rd day of March, 2016)

In exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 09-07-2012 bearing number 28/13/2011-LAB/384 has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

"(1) Whether the action of the management of M/s CG-PPI Adhesive Products Limited, Kundaime Industrial Estate, Kundaime-Goa, in refusing to concede the following demands raised by the CG-PPI Kundaime Employees Union, vide their letter dated 31-03-2011, is legal and justified ?

Character of demands:

#### (1) Demand No. 1:

It is demanded that all the workmen shall be fitted in revised pay scale as follows:-

Grade HI: 1500-100-2000-125-2675-150-3375-200-4375.

Grade H2: 1800-120-2400-150-3150-200-4150-250-5400.

Grade WO: 2000-150-2750-200-3750-275-5125-350-6875.

Grade W1: 2200-200-3200-250-4450-300-5950-400-7950.

Grade W2: 2400-250-3650-300-5150-350-640-500-9400.

Grade W3: 2650-300-4150-350-5900-400-7900-550-10650.

Grade W4: 3000-350-4750-400-6750-450-9000-600-12000.

#### (2) Demand No. 2: Flat Rise

It is demanded that all the workmen shall be given flat rise in basic at the rate mentioned below:-

Grade

H1 — Rs. 500/-

H2 — Rs. 550/-

H0 — Rs. 650/-

W1 — Rs. 700/-

W2 — Rs. 750/-

W3 — Rs. 800/-

W4 — Rs. 850/-

Fitment: It is demanded that after adding above flat rise to the existing basic of the workman, they shall be fitted in the revised scale of pay in their respective grades.

**(3) Demand No. 3: Seniority Increments**

It is demanded that all the workmen shall be given the seniority increments as mentioned below:-

Those workmen in service — Three Increments.  
upto 3 to 5 years

Those workmen in service — Four Increments.  
upto 6 to 7 years

Those workmen in service — Six Increments.  
7 to 11 years

Those workmen in service — Eight Increments.  
from 11 years and above

**(4) Demand No. 4 : Fixed Dearness Allowance**

It is demanded that the present rate of Fixed Dearness Allowance should be revised and Rs. 800/- per month per workman.

**(5) Demand No. 5: Variable Dearness Allowance**

It is demanded that the present rate of Variable Dearness Allowance very less, the same shall be paid at the revised rate of Rs. 4/- per point rise beyond 2350 (1960=100).

**(6) Demand No. 6 : House Rent Allowance**

It is demanded that House Rent Allowance shall be paid at the revised rate i.e. a rise of Rs. 500/- shall be given in present House Rent Allowance.

**(7) Demand No. 7 : Conveyance Allowance**

It is demanded that Rs. 700/- shall be paid as Conveyance Allowance a rise in present offer, to meet the increased cost of transport.

**(8) Demand No. 8: Canteen Subsidy**

It is demanded that Canteen Subsidy shall be paid at the revised rate of Rs. 500/- per month per workman as a rise or canteen item shall be provided at subsidized rates.

**(9) Demand No. 9: Education Allowance**

It is demanded that all the workmen shall be paid Education Allowance at the revised rate of Rs. 400/- per month per workman as a rise in present allowance.

**(10) Demand No. 10: Domiciliary Treatment Allowance**

It is demanded that the Domiciliary Treatment Allowance shall be paid at the rate of Rs. 300/- per month per workman.

**(11) Demand No. 11: Accident Leave and Medical Expenses**

It is demanded that those workmen who meet with accident while on duty shall be given special

sick leave till they are fit to resume duty and full medical expenses shall be reimbursed by the Management.

**(12) Demand No. 12 : Leave Travel Allowance**

It is demanded that rise of Rs. 5,000/- shall be given in present Leave Travel Allowance of each workman.

**(13) Demand No. 13: Leave Facilities**

(A) It is demanded that leave facilities shall be provided as follows:

- i) PL – One day for every 15 days worked or 25 days per year.
- ii) S L - 10 days per year.
- iii) C L - 15 days per year.

(B) Holidays – It is further demanded that 10 days Public holidays and 3 days restricted holidays per year shall be allowed to all workmen.

**(14) Demand No. 14: Chemical Allowance**

All the workmen should be paid chemical allowance at the rate of Rs. 300/- per month.

**(15) Demand No. 15: Washing Allowance**

All the workmen shall be given washing allowance at the rate of Rs. 100/- as a rise in their present allowance.

**(16) Demand No. 16: Loans**

It is demanded that those workmen who have completed more than five years in service should be given loan facility of Rs. 2,00,000/- to purchase household things which shall be recoverable from the workman 2% interest.

**(17) Demand No. 17: Shift Allowance**

It is demanded that all the workmen should be paid a shift allowance of Rs. 50/- per day for IIInd shift.

**(18) Demand No. 18: Medical Allowance**

It is demanded that the rise in present medical benefit shall be given to all workmen as below:

GRADE.

H1 & H2 — Rs. 300/-

W0 & W1 — Rs. 250/-

W2, W3 & W4 — Rs. 400/-

By the company, on or before 31st March, 2008.

**(19) Demand No. 19**

It is demanded that all the workmen who have completed 4 years as on 31-03-2005 in the present grade shall be given next higher promotion/higher grade.



(2) If the answer to issue No. (I) above is in the negative, then to what relief the workmen are entitled?"

2. Upon receipt of the dispute, Reference No. IT/49/2012 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 6. Party II filed Written Statement at Exb. 7. Rejoinder was filed by Party I at Exb. 9.

3. In short, the case of the Party I is that the "CGPPI Kundaim Employees Union" is a registered Trade Union under the Indian Trade Unions Act, 1926 and is recognized union in the factory. The Union is representing all the workmen employed by the Party II at Kundaim Factory. It is the further case of the Party I that the workmen submitted the Charter of Demands vide their letter dated 31-03-2008 and after submissions of the Charter of Demands, the management played the delaying tactics and hence the Union raised the dispute before the Conciliation Officer which ended in failure. The Charter of Demands are specified in the statement of claim. The Party I claimed that the benefits of the settlement should be made effective from 31-07-2008 after expiry of earlier settlement and therefore prayed to declare the demands submitted by the Union as just and proper and grant the said demand in toto from the date of expiry of the previous settlement and to make suitable order.

4. In the written statement, Party II raised objections on the maintainability of the reference by stating that the earlier settlement dated 04-12-1999 was not terminated by the Union as required under Section 19(2) of the Industrial Disputes Act, 1947 before making the Charter of Demands dated 31-03-2008. The Charter of Demands which has been referred for adjudication by the Government of Goa are wholly unrealistic, unjustified and unreasonable. The Party I and the workmen however commenced agitations and started indulging in serious acts of misconducts and acts of indiscipline since Party II did not agree for revision of wages and other benefits demanded under Charter of Demands of the workmen and as the workmen did not agree for change in production system nor increased the production. The Management of the company was also willing to amicably settle the Charter of Demands. However it was on account of adamant and high handed attitude of the workmen, the company had to suffer hardship in the competitive market. The wages drawn by the employees are amongst the best in the area and therefore there is no question of revision

for wages demanded by the Union. Amongst other grounds, Party II denied that Party I are entitled to the benefits from 31-07-2008 i.e. after the expiry of the earlier settlement as alleged and that the demands cannot be granted from retrospective effect. The reference therefore be dismissed and the demands raised by the Company be given effect.

5. In the rejoinder, Party I claimed that the Charter of Demands referred for adjudication are just proper and reasonable and the revision of wages is asked only to meet the high increase in the cost of living specially in Goa being a tourist State. It is also claimed that during the wage negotiations whatever commitment made on behalf of the workers were honoured. It is further stated that for any technological change ought to be done by the management, the workers have no role to play. However it is clarified that within the reach of the workers they have put maximum efforts to increase the production and productivity, and that the production was increased during the said period. This act of the employer to force the workers to sign five years settlement from the date of signing without arrears in nothing but the indulgences of unfair labour practices and exploitation of the workers. The period of the settlement is always depending on the amount of rise and increase in variable dearness allowance given to the workers. Party II was bent upon to sign five years settlement from the date of signing without the payment of arrears and discontinuance of existing variable dearness allowance.

6. During the pendency of the proceedings, Party I represented by Adv. Shri. Hrudaynath Shirodkar and Party II represented by Adv. Shri. P. J. Kamat filed an application at Exb. 15 stating that the matter is settled amicably in terms of the settlement at Exb. 16 and prayed a consent award be made. The terms of the settlement are reproduced herein.

## **TERMS OF SETTLEMENT**

### **Chapter 1**

#### **OBJECTIVE, PERIOD, COVERAGE & ELIGIBILITY, QUANTUM OF BENEFITS ETC. OF THIS SETTLEMENT**

##### **1.1 Objective of the Settlement:**

- 1.1.1 The union/workmen agree to make sincere efforts to achieve Company's Vision and Mission.
- 1.1.2 The union/workmen agree to maintain and improve cordial relationship with the Management through consistent co-operation.

- 1.1.3 The union/workmen agree to achieve maximum work performance, line efficiency, production output as per approved Cycle Time/Productivity norms/Work targets, as well as productivity improvement, quality improvement, smooth and uninterrupted working in the plant and effective utilization of work time.
- 1.1.4 The union/workmen agree to maintain and improve high sense of discipline wherein workmen would strictly abide by Company Rules, Regulations and Standing Orders.
- 1.1.5 The union/workmen agree that there shall be no strikes, slowdowns or other work stoppages during the term of this agreement.

## 1.2 Coverage and Eligibility:

- 1.2.1 This settlement shall be applicable and binding on all the permanent workmen of the company who were on the rolls of the company as on 1<sup>st</sup> April, 2014 and continue to be on the rolls as on the date of signing of this settlement. They will be eligible for the arrears of wage revision under this settlement. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

Those workmen who have joined the establishment after 01-04-2014 and have been made permanent thereafter are also eligible for the arrears of wage revision under this settlement but they shall not be entitled to the benefit of lumpsum payment.

- 1.2.2 This settlement shall also be applicable to those permanent workmen of the company who left the services of the company between 1<sup>st</sup> April, 2014 and date of signing of this settlement (i.e. 18<sup>th</sup> February, 2016) for any reason whatsoever including Resignation/Retirement/Death/Termination etc. They will be deemed to be eligible for the arrears of wage revision under this settlement calculated as from 01-04-2014 to the date up to which they were in the

services of the company. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service for which they were on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

- 1.2.3 Further more this settlement shall be also applicable and binding on all the permanent workmen who were on the rolls of the company from 1<sup>st</sup> April, 2002 up to 31<sup>st</sup> March, 2014 and have ceased to be in employment of the Company for any reason whatsoever including Resignation/Retirement/Death/Termination etc. save and except for the limited purpose of receipt of arrears of lumpsum payment for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014. The workmen covered under this category will not be entitled for any other benefits either monetary or otherwise which may be extended to the workmen covered under clause 1.2.1 and 1.2.2 above.
- 1.2.4 This settlement shall also be applicable to those workmen who will be employed by the company in the permanent employment after the date of signing of this settlement.
- 1.2.5 All those permanent workmen who have ceased to be on the rolls of the company on or before 31-03-2002 for any reason whatsoever are not entitled to any benefit either monetary or otherwise under this settlement.

## 1.3 Period of Settlement:

- 1.3.1 It is agreed between the parties that this settlement shall come into effect from 1<sup>st</sup> April, 2014 and shall remain in force for a period of 5 years up to 31<sup>st</sup> March, 2019. Thereafter the settlement shall continue to remain in force until replaced by another settlement in accordance with the provisions of the Industrial Disputes Act, 1947.
- 1.3.2 Any change of the Union or its status of recognition during the period of this settlement shall not affect the terms of this settlement.

- 1.3.3 In the event of any of the provisions of this settlement becoming legally invalid or unenforceable or suspended or superseded by any Statute, Award or by any Agreement between the parties, such invalidity, unenforceability, suspension or supersession shall not affect the remain provisions of this settlement.

#### 1.4 Quantum of Wage Revision:

- 1.4.1 The Union/Workmen have understood and agreed that the quantum of wage revision under this settlement shall be as follows. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

Year	Period	Wage Revision per workman per month (in Rs.)	Cumulative Amount of Wage Revision (in Rs.)
Year-1	01-04-2014 to 31-03-2015	3,000/-	3,000/-
Year-2	01-04-2015 to 31-03-2016	1,000/-	4,000/-
Year-3	01-04-2016 to 31-03-2017	1,000/-	5,000/-
Year-4	01-04-2017 to 31-03-2018	1,500/-	6,500/-
Year-5	01-04-2018 to 31-03-2019	1,500/-	8,000/-

- 1.4.2 The parties have agreed that the above quantum of wage revision is on a "Cost to Company (CTC) pay" basis (as per the definition of CTC pay mentioned under clause 2.1 of Chapter 2). The union/ workmen also agreed with the distribution of the above wage revision made in the CTC pay structure as per details in Clause 1.5.

- 1.4.3 The wages for the month of February-2016 payable on/before 7<sup>th</sup> March, 2016 and thereafter will be including the amounts of the wage revision as above.

- 1.4.4 The payment of arrears on account of this wage revision for the period from 01-04-2014 to 31-01-2016 shall be paid on/before 07-04-2016 alongwith the wages of March 2016.

#### 1.5 Distribution of Wage Revision – Increment Portion:

The distribution of wage revision – increment portion as mentioned in Clause 1.4.1 above has been done as follows for all the grades:

No. Component	Year-1 (Rs/pm)	Year-2 (Rs/pm)	Year-3 (Rs/pm)	Year-4 (Rs/pm)	Year-5 (Rs/pm)
1 Basic Wages	395	300	300	300	300
- Flat rise					
2 Basic wages	23	-	-	-	-
- Fitment benefit					
(varies from person to person, the given figure is average for all workmen as on 1 <sup>st</sup> April, 2014)					
3 FDA-Flat rise	700	-	-	-	-
4 FDA-Round off	4	-	-	-	-
5 PF (on 1 to 4) @ 13.36%	150	40	40	40	40
6 Gratuity (on 1 to 4) @ 4.81%	54	15	15	15	15
7 HRA	505	100	100	200	200
8 Conveyance	375	95	75	190	190
9 Medical	250	90	40	190	190
10 Education	190	90	40	190	190
11 Washing	125	90	32	185	185
12 Food	125	90	0	0	0
13 Chemical	105	90	0	0	0
14 City (See N1)	-	-	125	125	125
15 LTA (monthly value)	-	-	200	-	-
16 ESIS @ 4.75% (See N2)	-	-	34	66	66
Total	3000	1000	1000	1500	1500

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

Notes :

N1 = City Allowance being a new allowance, it is started prospectively from Year-3.  
N2 = The ESIS contribution on enhanced wages from a retrospective date is payable from the month in which such increase



is announced. There is no need to pay the contribution on the arrears for the period prior to the month of agreement. Hence in Year-1 and Year-2 the ESIS contribution is not considered in the distribution. It has been considered from Year-3, as Year-1 and Year-2 (upto Jan-16) have elapsed prior to the settlement.

#### 1.6 50% Recovery of "Adhoc Advance" payment:

1.6.1 This issue was discussed between the parties in 18-02-2016 conciliation meeting. The Union requested the Management to only recover 50% of this amount, however it was agreed by the Union in the minutes dated 04-02-2015 that the entire amount of this adhoc advance paid will be deducted from the arrears of this settlement. However in the 18-02-2016 meeting it was agreed by the Management that out of the total amount of "Adhoc Advance" paid by the Company at the rate of Rs. 1000/- per month to all the permanent workmen with effect from 1<sup>st</sup> February, 2015 to date (which cumulatively amounts to Rs. 12,000 per person) only 50% amount (i.e. Rs. 6,000) will be recovered (from arrears of wage revision that will be paid in April, 2016) and balance 50% recovery is waived off. Further this Adhoc Advance payment will be discontinued from 1<sup>st</sup> February, 2016.

#### 1.7 Quantum of Lumpsum Payment and Terms & Conditions thereto:

1.7.1 The Union/Workmen have understood and agreed that the quantum of lumpsum payment is Rs. 80,000/- (Eighty Thousand) in respect of each eligible workman as defined in the Clause 1.2 (1.2.1, 1.2.2 and 1.2.3) of Chapter 1—Coverage and Eligibility and it shall be in accordance with the terms and conditions mentioned in clause 1.7.2 below. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

##### 1.7.2 Terms and Conditions :

1.7.2.1 The Company agrees to pay a lumpsum amount of Rs. 80,000/- (Eighty Thousand) as arrears towards full and final settlement of all the demands raised by

the Union in its Charter of Demands dated 21-03-2002, 22-02-2005, 31-03-2008 and 29-03-2011 and which are subject matter of dispute before the Industrial Tribunal in various references being Ref. No. IT-23/05, Ref. No.IT-11/08, Ref. No.IT-49/12 and Ref. No.IT-58/12 respectively.

1.7.2.2 This lumpsum payment is paid by the Company as under :

(i)	Charter of Demands dtd.	21-03-2002.....	Rs. 20,000/-
(ii)	Charter of Demands dtd.	22-02-2005.....	Rs. 20,000/-
(iii)	Charter of Demands dtd.	31-03-2008.....	Rs. 20,000/-
(iv)	Charter of Demands dtd.	29-03-2011.....	Rs. 20,000/-
	Total.....		Rs.80,000/-

1.7.2.3 The workmen who were the "concerned workmen" in the pending references and who are on the rolls of the company on the date of signing of the settlement and also those who have ceased to be in the employment of the company for any reason whatsoever including Resignation/Retirement/Death/ /Termination etc. would be entitled to proportionate benefit of the lumpsum payment arrears.

1.7.2.4 It is agreed between the parties that the lumpsum payment shall be disbursed in three installments as follows:

- 1<sup>st</sup> installment of Rs. 30,000/- will be paid on 30-04-2016.
- 2<sup>nd</sup> installment of Rs. 25,000/- will be paid on 31-07-2016.
- 3<sup>rd</sup> installment (Final installment) of Rs. 25,000/- will be paid on 31-10-2016.

1.7.2.5 The Union and the workmen hereby agree that the aforesaid lumpsum payments is in full and final settlement of all the demands raised by them from April 2002 to March 2014 through their above mentioned Charters of Demands and that the Union and the workmen shall not make any fresh demands either monetary or otherwise on the company for the said period and for all purposes all the demands made by the Union through these charters or even otherwise for the said period shall be deemed to

have been settled fully, finally and irrevocably.

1.7.2.6 The Union and the workmen represent and agree that the terms and conditions mentioned herein have the consent of all the concerned workmen either currently in the employment of the company or have ceased to be in the employment of the company. The Union and the workmen further agree to indemnify and keep the company indemnified in respect of any and/or all the demands, claims made by any of the concerned workmen for the period from 2002 to 2014.

1.7.2.7 The parties further agree to file joint applications along with a copy of this Settlement before the Industrial Tribunal in the aforesaid 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

1.7.2.8 The parties have understood and agreed that this lumpsum payment (as mentioned in Clause 1.7.2.1) which is in full and final settlement of all the demands raised by Union in the 4 CODS pending before the Industrial Tribunal is in addition to the lumpsum payment of Rs. 450/- per workman per month granted by the Conciliation Officer as Interim Relief w.e.f. 1<sup>st</sup> June, 2003 during the conciliation proceedings in respect of the charter of demands dated 21-03-2002 and which the company has been paying since then till date. Therefore, it is also understood and agreed between the parties that the aforesaid lumpsum

payment (of Rs. 450) which the company has paid every month from June 2003 till date will not be recovered, however the monthly payment will be discontinued with effect from 1<sup>st</sup> February, 2016.

## Chapter 2

### DEFINITIONS

2.1 "Cost to Company (CTC) Pay" is the sum of all the emoluments paid by the company under the following heads:

- Basic
- Fixed Dearness Allowance
- Variable Dearness Allowance (HCLA)
- House Rent Allowance
- Conveyance Allowance
- Medical Allowance
- Educational Allowance
- Washing Allowance
- Food Allowance
- Chemical Allowance
- Leave Travel Allowance
- ESIS – Employers Contribution
- Provident Fund – Employers Contribution (including EPF, EPS, EDLI and Administrative charges)
- Labour Welfare Fund – Employers Contribution

Under this settlement the following elements will be discontinued from the CTC pay structure :

- Variable Dearness Allowance (HCLA) – This allowance will be discontinued/abolished w.e.f. 1<sup>st</sup> April, 2014.

All other elements will be applicable during the operative period of this settlement.

Under this settlement the following elements will be introduced in the CTC pay structure.

- City Allowance – This allowance will be introduced w.e.f. 1<sup>st</sup> April, 2016.

2.2 "Pre-revised CTC Pay" means the CTC pay as on 1<sup>st</sup> April, 2014 i.e. the sum of all the emoluments (as mentioned in Clause 2.1) drawn by the workmen at the rate as on 1<sup>st</sup> April, 2014.

## Chapter 3

### GRADES, BASIC WAGE SCALE, INCREMENT, FITTMENT

**3.1 Basic Wage Scales :**

3.1.1 It is agreed and accepted by both the parties that the practice of 7 Grade Monthly Basic Wages scale shall be continued and followed during the term of this settlement.

3.1.2 The Revised scales of Basic Wages with effect from 01-04-2014 shall be as follows :

Grade	Pre-revised scales of basic wages	Revised scale of basic wages w.e.f. 01-04-2014
H1	275-10/5-325-15/5-400-20/5-500	500-40/5-700-45/5-925-50/5-1175-55/5-1450-60/5-1750
H2	300-15/5-375-20/5-475-20/5-600	600-45/5-825-50/5-1075-55/5-1350-60/5-1650-65/5-1975
W0	325-20/5-425-25/5-550-30/5-700	700-50/5-950-55/5-1225-60/5-1525-65/5-1850-70/5-2200
W1	355-30/5-505-40/5-705-50/5-955	955-90/5-1405-100/5-1905-110/5-2455-120/5-3055-130/5-3705
W2	450-35/5-625-45/5-850-55/5-1125	1125-95/5-1600-105/5-2125-115/5-2700-125/5-3325-135/5-4000
W3	500-40/5-700-50/5-950-60/5-1250	1250-100/5-1750-110/5-2300-120/5-2900-130/5-3550-140/5-4250
W4	600-45/5-825-55/5-1100-65/5-1425	1425-105/5-1950-115/5-2525-125/5-3150-135/5-3825-145/5-4550

**3.2 Fitment in the Revised Scales:**

3.2.1 The fitment mechanism for arriving at the Revised Basic Wages in the revised scales as on 01-04-2014 shall be as under:

- (i) Flat Rise: The Basic wage drawn as on 01-04-2014 shall be improved by adding a flat rise of Rs. 395/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2014. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable. The Basic wage arrived through the above steps will be the Revised Basic

wage w.e.f. 1<sup>st</sup> April, 2014 upto 31<sup>st</sup> March, 2015.

3.2.2 The Basic Wage from 01-04-2015 will be arrived at as follows :

- (i) Flat Rise : The Basic wage drawn as on 31-03-2015 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2015. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1<sup>st</sup> April, 2015 upto 31<sup>st</sup> March, 2016.

3.2.3 The Basic Wage from 01-04-2016 will be arrived at as follows :

- (i) Flat Rise : The Basic wage drawn as on 31-03-2016 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in
- (iii) the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2016. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1<sup>st</sup> April, 2016 upto 31<sup>st</sup> March, 2017.

3.2.4 The Basic Wage from 01-04-2017, will be arrive at as follows :

- (i) Flat Rise : The Basic wage drawn as on 31-03-2017 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step

with effect from 01-04-2017. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1<sup>st</sup> April, 2017 upto 31<sup>st</sup> March, 2018.

3.2.5 The Basic Wage from 01-04-2018 will be arrived at as follows :

(iii) Flat Rise : The Basic wage drawn as on 31-03-2018 shall be improved by adding a flat rise of Rs. 300/-

(iv) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2018. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1<sup>st</sup> April, 2018 upto 31<sup>st</sup> March, 2019.

### 3.3 Rate and Date of Annual Increment in Basic Wages:

3.3.1 It is agreed between the parties that all permanent workmen will be eligible for one annual increment in Basic Wages as per the revised scales during the term of this settlement.

3.3.2 The anniversary date of drawal of annual increment for all workmen shall be uniform and shall be drawn on 1<sup>st</sup> April of every year irrespective of their date of promotion/date of joining.

3.3.3 All permanent workmen will earn an increment every year and no workman shall stagnate.

3.3.4 Date of next increment: The next increment in Basic wage of all those permanent workmen whose Basic wage has been fixed as above under this settlement will be 1<sup>st</sup> April, 2016.

### 3.4 Clarifications:

3.4.1 The parties agree that the Company shall not recover/adjust the annual increments granted from 1<sup>st</sup> April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the Basic wages paid for the said period shall be treated as full and final settlement of Basic wages payable under the earlier applicable settlement.

3.4.2 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of Basic Wages for the period from 01-04-2014 shall be calculated on the basis of Revised Basic Wage as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual Basic received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

### 3.5 Fixation of Basic Wage on Promotion:

3.5.1 In the case of promotion from lower grade to higher grade the workman will be given one increment as per his existing grade (as per the increment rates mentioned in the table in clause 3.1.2) and then he will be fitted in the next higher grade basic wage scale.

### 3.6 Recruitment of New Workmen (Junior Trainees):

3.6.1 It is agreed and accepted by the parties that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this Settlement, shall join in the Junior Trainee (JT) grade only and shall be entitled to the following wage structure for the initial service period of three years.



Component	Rs. per month
Basic	330
Fixed Dearness Allowance	6432
House Rent Allowance	200
Conveyance Allowance	150
Medical Allowance	100
Education Allowance	75
Washing Allowance	50
Food Allowance	50
City Allowance – Year	175
City Allowance – Year 2 (Rs.350/- per month)	
City Allowance – Year 3 (Rs.525/- per month)	
Total	7562

3.6.2 Annual Increment in Basic Wage will be Rs. 25/- per month. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Grade H1, at a fitment to match the starting basic wage applicable to Grade H1 (as mentioned in the table in point 3.1.2), with applicable allowances. The placement of a JT in Grade H1 will be subject to his successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical test etc. The decision of the Management in this regard will be final and binding. Such of the Junior Trainee/s, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

3.6.3 During the period of three years, it will be ensured that the total wages drawn at any time by the JTs will not fall below the total statutory minimum wages applicable to the Industry/Zone and the category/class applicable to them at any time. In case of shortfall, the amount equivalent to the shortfall will be added to the Fixed Dearness Allowance to protect the minimum wage level.

3.6.4 During the period of three years, in addition to the above mentioned terms and conditions, the JTs will also be strictly governed by all the other terms and conditions as set out in their appointment letter.

3.6.5 It is agreed and accepted by both the parties that this settlement does not directly or indirectly alter/affect/ /supersede any terms and condition of employment of the existing JTs who are on the rolls of the Company on the date of signing of this Settlement and who have not yet completed their initial service period of three years and such JTs would continue to be governed by the terms and conditions of their appointment including but not limited to those as set out in their appointment letter.

The placement of these JTs in Grade H1 upon completion of their initial 3 years will be subject to their successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical etc. The decision of the Management in this regard will be final and binding. Such of the JTs, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

### 3.7 New Workmen – Direct Recruitment in Some Grades

3.7.1 Notwithstanding the conditions mentioned in clause 3.6 above, the management also reserves the right to recruit workmen in the grades H1, H2, and W0 directly based on the requirements of the business and the skills, qualifications of the workmen and that the union/workmen agrees not to raise any kind of objection or dispute to such recruitment.

3.7.2 New Machines – Notwithstanding the conditions mentioned in clause 3.6 above, the Management's decision to recruit specially trained and experienced workmen directly in the grades H1, H2 and W0 may also arise in order to man the new sophisticated machines and Union/workmen shall not raise any objection to such recruitment. For this purpose, Management may also consider suitability of company's existing operators.



**Chapter 4****RECURRING ALLOWANCES****4.1 Dearness Allowance:**

4.1.1 It is agreed between the parties to freeze the Variable Dearness Allowance (VDA, which is named as HCLA) payable to the workmen during the operation of the present settlement. Accordingly the VDA which was hitherto being paid on the basis of All India Consumer Price Index (1960=100) notified by the Government of India and neutralized at the rate of 1.70 per point rise/fall as applicable as on 1<sup>st</sup> April, 2014 shall be freeze and shall be converted as Fixed Dearness Allowance (FDA) with effect from 1<sup>st</sup> April, 2014, and shall be merged with the existing FDA amount if any.

4.1.2. The Dearness Allowance arrived at as per clause 4.1.1 in the case of each workman will be further improved by adding a flat rise of Rs. 700/- (seven hundred).

4.1.3 The aggregate amount arrived at as per Clause 4.1.2 above would be rounded off to the next multiple of Rupees Ten (Rs.10) only and shall be the revised Fixed Dearness Allowance with effect from 1<sup>st</sup> April, 2014.

4.1.4 The revised Fixed Dearness Allowance arrived by following the above steps is as follows:

Grade	Revised FDA w.e.f. 1 <sup>st</sup> April, 2014 (in Rs. per month)
H1	7,550/-
H2	7,620/-
W0	7,820/-
W1	8,750/-
W2	8,750/-
W3	8,750/-
W4	8,750/-

4.1.5 The parties agree that the Company shall not recover/adjust the amount of revisions made in VDA from 1<sup>st</sup> April, 2014 to the date of signing of settlement that has been already paid to the

workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the VDA paid for the said period shall be treated as full and final settlement of VDA payable under the earlier applicable settlement.

4.1.6 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of FDA and VDA for the period from 01-04-2014 shall be calculated on the basis of Revised FDA as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual FDA and VDA received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

**4.2 House Rent Allowance:**

That House Rent Allowance is revised at the following rates:

Pre-revised HRA	Revised House Rent Allowance (in Rs. per month)					
	(Rs./pm)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
200	H1	705	805	905	1105	1305
220	H2	725	825	925	1125	1325
240	W0	745	845	945	1145	1345
485	W1	990	1090	1190	1390	1590
485	W2	990	1090	1190	1390	1590
510	W3	1015	1115	1215	1415	1615
510	W4	1015	1115	1215	1415	1615

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

**4.3 Conveyance Allowance:**

That Conveyance Allowance is revised at the following rates:

Pre-revised Conveyance All. (Rs./pm)		Revised Conveyance Allowance (in Rs. per month)				
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
150	H1	525	620	695	885	1075
180	H2	555	650	725	915	1105
230	W0	605	700	775	965	1155
350	W1	725	820	895	1085	1275
370	W2	745	840	915	1105	1295
390	W3	765	860	935	1125	1315
410	W4	785	880	955	1145	1335

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

**4.4 Medical Allowance:**

That Medical Allowance is revised at the following rates:

**4.4.1**

Pre-revised Medical All. (Rs./pm)		Revised Medical Allowance (in Rs. per month)				
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
100	H1	350	440	480	670	860
125	H2	375	465	505	695	885
150	W0	400	490	530	720	910
205	W1	455	545	585	775	965
230	W2	480	570	610	800	990
255	W3	505	595	635	825	1015
280	W4	530	620	660	850	1040

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

4.4.2 Those workmen who will go outside the coverage wage limit of ESIS after the date of signing of settlement due to this wage revision, shall be paid an additional amount of Rs. 712.50 as Medical Allowance in addition to the Medical Allowance amount as shown above. However it is clarified that as per the ESIS rules an employee who crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period (April-Sep. and Oct.-Mar.) as per ESIS, he/she would continue to be an employee covered under ESIS till the end of that contribution period, and therefore the said amount will be paid only from the month of commencement of subsequent contribution period.

Though there is a ceiling limit of wages for coverage of an employee, there is no ceiling limit in the definition of wages for payment of contribution. Hence, ESIS contribution is payable on the total wages without any ceiling limit during such aforesaid period.

4.4.3 In case of the revision in ESIS coverage wage limit, the workmen coming back under purview of ESIS, will not be entitled for the Medical Allowance of Rs.712.50 and the same will be withdrawn from the date they come under the purview of ESIS.

**4.5 Education Allowance:**

That Education Allowance is revised at the following rates:

Pre-revised Education All. (Rs./pm)		Revised Education Allowance (in Rs. per month)				
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
75	H1	265	355	395	585	775
85	H2	275	365	405	595	785
100	W0	290	380	420	610	800
200	W1	390	480	520	710	900
215	W2	405	495	535	725	915
225	W3	415	505	545	735	925
235	W4	425	515	555	745	935

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

#### 4.6 Washing Allowance:

That Washing Allowance is revised at the following rates:

Pre-revised Washing All. (Rs./pm)	Revised Washing Allowance (in Rs. per month)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
50	H1	175	265	297	482	667
50	H2	175	265	297	482	667
50	W0	175	265	297	482	667
105	W1	230	320	352	537	722
105	W2	230	320	352	537	722
105	W3	230	320	352	537	722
105	W4	230	320	352	537	722

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

#### 4.7 Food Allowance:

That Food Allowance is revised at the following rates:

Pre-revised Food All. (Rs./pm)	Revised Food Allowance (in Rs. per month)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
50	H1	175	265	265	265	265
50	H2	175	265	265	265	265
50	W0	175	265	265	265	265
150	W1	275	365	365	365	365
150	W2	275	365	365	365	365
150	W3	275	365	365	365	365
150	W4	275	365	365	365	365

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

#### 4.8 Chemical Allowance:

That Chemical Allowance is revised at the following rates:

Pre-revised Chemical All. (Rs./pm)	Revised Chemical Allowance (in Rs. per month)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
40	H1	145	235	235	235	235
40	H2	145	235	235	235	235
40	W0	145	235	235	235	235
40	W1	145	235	235	235	235
40	W2	145	235	235	235	235
40	W3	145	235	235	235	235
40	W4	145	235	235	235	235

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

#### 4.9 City Allowance:

That City Allowance is being introduced from the Third year of this settlement (i.e. w.e.f. 01-04-2016) and it will be paid at the following rates:

Pre-revised City All. (Rs./pm)	Revised City Allowance (in Rs. per month)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
NA	H1	NA	NA	125	250	375
NA	H2	NA	NA	125	250	375
NA	W0	NA	NA	125	250	375
NA	W1	NA	NA	125	250	375
NA	W2	NA	NA	125	250	375
NA	W3	NA	NA	125	250	375
NA	W4	NA	NA	125	250	375

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

Payment of City Allowance from 1<sup>st</sup> April, 2019 onwards will be continued in the similar add-up (i.e. +125) till the time of the new wage settlement.

**4.10 Computation of Allowances:**

That for the purpose of calculating daily rate of Basic Wage, New Fixed Dearness Allowance, House Rent Allowance, Conveyance Allowance, Medical Allowance, Education Allowance, Washing Allowance, Food Allowance, Chemical Allowance and City Allowance, the monthly quantum shall be divided by 30 and shall be paid at the rate so arrived at.

**4.11 Leave Travel Allowance:**

That Leave Travel Allowance is revised at the following rates:

Pre-revised LTA (Rs./pa)	Revised Leave Travel Allowance (in Rs. per annum)					
	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
756	H1	756	756	3156	3156	3156
756	H2	756	756	3156	3156	3156
756	W0	756	756	3156	3156	3156
1440	W1	1440	1440	3840	3840	3840
1560	W2	1560	1560	3960	3960	3960
1860	W3	1860	1860	4260	4260	4260
2110	W4	2110	2110	4510	4510	4510

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1<sup>st</sup> April, 2014.

**LTA Conditions:**

- For getting the benefit of LTA a minimum of 3 days Privilege Leave is required to be availed.
- Claim for LTA must be submitted in the prescribed form of the company. The amount of LTA will be paid only after availing of sanctioned Privilege Leave of not less than 3 days (exclusive of Holidays). LTA amount for the financial year can be claimed only once during the said financial year.
- LTA could be availed in the same year or it can be accumulated for maximum of one more year.
- LTA is exempted (only for domestic travel) twice in a block of 4 calendar

years as per the income tax provisions. There are predetermined blocks of 4 calendar years as prescribed in the Income Tax Act.

- The date of admissibility of leave is considered for admissibility in the particular block of the calendar years.
- It will be the responsibility of the workmen to satisfy the taxation authorities if they are directed to show that the amount drawn has been actually expensed on leave travel.

**4.12 Indirect Benefits:**

- 4.12.1 The entitlement of all allowances (including Basic & Dearness Allowance) shall be based on attendance.
- 4.12.2 When the employee is on leave without pay, he will not be entitled to any allowances whatsoever for the entire period of such leave.
- 4.12.3 Leave without pay shall not be counted as "service" for the purpose of calculation of any benefit (including statutory benefit) such as gratuity etc. or for the purpose of any benefit as per company's scheme etc. which is linked to completed years of service.
- 4.12.4 That except for Dearness Allowance, none of the allowances as contained in Chapter 4 of this settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

**4.13 Contingent Allowances & Other Benefits:****4.13.1 Shift Allowance & 3rd Shift Food Allowance:**

That with effect from the date of signing of this Settlement, the existing rates of Shift Allowance applicable to 2<sup>nd</sup> and 3<sup>rd</sup> shift are revised w.e.f. 1st April, 2016, whereas the 3<sup>rd</sup> shift food allowance will remain unchanged, which are reproduced as follows:

- 2<sup>nd</sup> Shift, Shift Allowance:

Existing	Revised w.e.f. 1st April, 2016
Rs. 7.50 per shift worked (for full day attendance)	Rs. 15/- per shift worked (for full day attendance). This amount will be

disbursed monthly along with the wages.

● 3<sup>rd</sup> Shift, Shift Allowance:

Existing	Revised w.e.f. 1st April, 2016
Rs. 10 per shift worked (for full day attendance)	Rs. 20/- per shift worked (for full day attendance). This amount will be disbursed monthly along with the wages.

- 3<sup>rd</sup> Shift, Shift Allowance: Rs. 60/- per shift worked (for full day attendance) which is the existing practice will continue. This amount will be disbursed monthly along with the wages.

4.13.2 Uniforms:

All permanent workmen will be issued 2 sets of uniforms (cotton) once in two years, in normal areas. In case of coating and mixing sections where uniform gets soiled, one more set may be issued. Workmen shall be obliged to wear the uniform provided to them. Uniforms will be issued in the month of Feb.

4.13.3 Safety Shoes, Socks and Napkins:

All permanent workmen will be issued 1 pair of safety shoes once in two years, 2 pairs of socks every year and 1 pair of Napkin every year, in normal areas. Workmen shall be obliged to wear the safety shoes and socks provided to them in the interest of their own safety.

4.13.4 Loans:

The company will grant loans to permanent employees as per its policy for which the qualifying service for consideration of an application will be 5 years service excluding training period and the amount of loan will be equivalent to accrued gratuity payment. The rate of interest shall be 7% p.a. The purpose for which loan can be availed are – purchase of vehicle, furniture, house repairs and urgent medical expenses.

4.13.5 Statutory Bonus (under the Payment of Bonus Act, 1965):

All permanent workmen shall be paid Statutory Bonus as per the provisions of the Payment of Bonus Act, 1965. However, the present practice of paying

Bonus @20% will be continued. Depending on the company's financial position the management may disburse bonus at the time of Ganesh Chaturthi.

4.13.6 Maternity Benefit (For permanent [Women] Workmen):

Those permanent workmen (women) who are covered under ESIS shall be eligible for maternity benefit as per the provisions and conditions stipulated under Employees' State Insurance Act, 1948.

Whereas, those permanent workmen (women) who go out of the coverable limit of ESIS on account of their wages exceeding the amount specified in the Employees' State Insurance Act shall be entitled to the benefits as per the Maternity Benefit Act, 1961 provided they comply with the eligibility criteria as mentioned in the Maternity Benefit Act, 1961.

## Chapter 5

### LEAVES AND HOLIDAYS

#### 5.1 Privilege Leave:

That the existing Scheme of Privilege Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

- 5.1.1 Privilege Leave with wages will be continued to be governed by the provisions of the Factories Act, 1948.
- 5.1.2 All workmen will be entitled to privilege leave in a year as per the provisions of the Factories Act, 1948.
- 5.1.3 Sanctioning of privilege leave shall depend on the exigencies of the establishment and the discretion of the Officer in-charge of the department where the workmen is employed.
- 5.1.4 A workman who desires to obtain leave of absence shall apply in writing to the Manager or any officer appointed for the purpose by the Manager. Such application for leave shall be made at least 15 days before the date from which leave is to commence, except in urgent cases or unforeseen circumstances when it is not possible to do so. In such cases, the workman should send an intimation to the Manager on the first day of his



absence explaining the reason of such sudden absence. The Manager or any officer employed in this behalf shall issue order on such application and in cases of an urgent nature immediately. If the leave asked for is granted a leave pass showing the date from which the workman will have to resume duty shall be issued to the workman. Where leave is refused or postponed the cause of such refusal or postponement and the reason therefore shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of such entry in the register shall be supplied to him.

- 5.1.5 The leave calculation will be in full working days i.e. leave available above half day will be rounded-off to full day and the leave below half will be ignored.
- 5.1.6 The privilege leave can be accumulated for a period of 90 days. Leave balance above 90 days will be forfeited.
- 5.1.7 The benefit of Privilege Leave Encashment during service period is not applicable. The workman will be entitled to encash his PL accumulated to his credit at the time of leaving the services of the company.
- 5.1.8 As a very special case and without setting any precedent for the future, it has been mutually agreed between the parties, that those permanent workmen who have accumulated privilege leave in excess of 90 days as on date of signing of this settlement, the number of leaves in excess of 90 days shall be kept in abeyance and credited to the workman's PL account as and when the accumulation of his privilege leaves falls below 90.

## 5.2 Casual Leave:

That the existing Scheme of Casual Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

- 5.2.1 All the permanent workmen shall be entitled for casual leave at the rate of 9 days in a year.
- 5.2.2 The casual leave can be accumulated for a period of 2 years.
- 5.2.3 Casual leave cannot be taken for more than 3 days at a time.

- 5.2.4 Weekly offs/Holidays will be considered as casual leave if it is prefixed and suffixed to weekly offs/holidays.

## 5.3 Sick Leave:

With effect from 1<sup>st</sup> April, 2016, the benefit of Sick Leave will be provided to all permanent workmen as per the following terms and conditions.

- 5.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, shall be granted 3 days Sick Leave in a calendar year on full wages.
- 5.3.2 That the permanent workmen who are not covered under the Employees' State Insurance Act, 1948 and its Scheme to be covered in future, shall be granted 6 days Sick Leave in a calendar year on full wages.
- 5.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.
- 5.3.4 That the Sick Leave shall be allowed to be accumulated upto 20 days in case of workmen not covered under the ESI Act and 16 days in case of workmen covered under the ESI Act.
- 5.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1<sup>st</sup> January of the subsequent year.
- 5.3.6 That intervening holidays shall be treated as part of Sick Leave.
- 5.3.7 That Sick Leave shall not be allowed to be encashed.

## 5.4 Paid Holidays:

The existing practice of granting 9 (nine) National/Festival Holidays will continue as at present.

## Chapter 6

## OTHER MATTERS

**6.1 Shift Timings:**

6.1.1 With immediate effect the shift timings will be as under

Shift	Timings	Breaks**	Net Time Available to work
General Shift	8.30 a.m. to 5.00 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	460 minutes
First Shift	8.15 a.m. to 4.30 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	445 minutes
Second Shift	4.15 p.m. to 12.30 a.m.	(2 Tea breaks 10 min each & 1 dinner break 30 min) 50 min	445 minutes
Third Shift	12.15 a.m. to 8.30 a.m.	(2 Tea breaks 10 min each & 1 Snacks break 30 min) 50 min	445 minutes

*\*\* Breaks mentioned above may be given on staggered basis for administrative and continuous process reasons.*

6.1.2 Shift in Printing Section: The management reserves the right to start 2nd and 3rd shift in Label department by giving 21 days of notice of change as and when required.

**6.2 Punctuality:**

6.2.1 That the workmen will be at their working place and will start work immediately on commencement of the shift and immediately after lunch break/ rest interval which has been notified.

6.2.2 That the workmen shall remain at their workplace and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is signaled as over.

**6.3 Late Coming :**

It is expected that all workmen will report for duty on time. However, late coming upto 10 minutes for maximum 3 occasions in a month may be allowed. If any workman exceeds 3 late comings in a month then he will be warned and if necessary strict disciplinary actions shall be taken and deductions in wages will be made.

**6.4 Working Days:**

The permanent workmen at the unit will continue to work six days a week from Monday to Saturday, and Sunday will be the weekly-off day.

**6.5 Compensatory Working:**

6.5.1 It is agreed that if on any particular day any industrial disturbance in the Industrial Estate or surrounding areas is anticipated, in the interest of safety and to avoid inconvenience to employees that day will be treated as holiday and compensated by working on any Sunday/holiday as mutually agreed, and no overtime or extra wages or compensatory off will be given for such working.

6.5.2 It is agreed that workmen may be occasionally required to work on Sunday (which is designated weekly off day at present), in particular to handle exceptional workloads and they will be compensated by giving a substitute paid compensatory off within next 3 days of such working. However no overtime or extra wages whatsoever will be paid for such working.

**6.6 Flexibility & Mobility:**

6.6.1 That the permanent workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required, without any additional remuneration.

6.6.2 That the permanent workmen shall be mobile/flexible within or between the Divisions/Units/Work sections/Departments areas in the following circumstances.

- i) Discontinuation of certain activities/operations.
- ii) Fluctuations in product demands/product mix.
- iii) Non availability/shortage of raw material, components subassemblies.
- iv) Absenteeism.
- v) Breakdown in Machinery.
- vi) Power Failure.
- vii) Any other reason beyond the control of management, such as natural calamity, flood, fire,

obsolesce of technology, earthquake, recession etc.

In case workmen do not have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management. The focus will be on avoiding loss of production in any area of operations.

### 6.7 On the Job Training:

The management aims to continuously upgrade the skill set of its workmen by providing them with opportunities such as multi skilling, job rotations etc. The union shall support the management in such endeavors through initiatives such as educating the workmen about production targets, process and workflow bottlenecks and shall also develop means to eliminate or mitigate any issues that hinder the achievement of such targets.

In this context, where any workman has to be assigned to a new process, operation, machine or other work he shall be provided training for a duration of 7 days. During such period the workmen are expected to diligently learn the process, machine, operation or such other work as per the required and specified standards of productivity, quality and safety. In case of any absence the duration of the training period shall be adjusted accordingly.

However, after the completion of such training the workmen will be expected to maintain the required norms of CGPS and such other standards as may be specified by the company. Any further requests for formal training shall not be made by the workmen nor will they be entertained by the company but requisite guidance will be continued to be provided by the supervisor.

### 6.8 Absenteeism:

It is agreed by and between both the parties that they shall strictly avoid unauthorized absenteeism or leave without pay, to maintain discipline in the organisation. Habitual absence or unauthorized absence without justified and satisfactory reasons shall attract disciplinary action.

### 6.9 Housekeeping:

6.9.1 That the workmen shall always keep their work place and surroundings clean and neat.

6.9.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.

6.9.3 Observe total prohibition of smoking, chewing of tobacco, gutka etc. & spitting on shop floor, in toilets, washing places, canteen etc.

6.9.4 Take care of all tools, hand tools, measuring instruments & protect it from misuse, manhandling, damages, loss, misplacement etc.

6.9.5 In the extreme case if it is found that a concerned workman is negligent & careless, company may recover the cost of such items appropriately.

6.9.6 That the workmen shall clean the workplace, machines, instruments etc. at the shift end without fail.

### 6.10 Multi-Machine Operations:

That the workmen shall operate more than one machine based on the cycle time as defined under CGPS. However the total work content will not exceed 445 minutes and hence no multi-machine allowance will be paid for operating more than one machine.

### 6.11 Mobile Phones—Restricted on Shop floor:

Use of Mobile phones on the shop floor is restricted in view of safety and discipline requirements.

The workmen shall be required to deposit all electronic items including but not limited to mobile phones, tablets, smart devices etc. at the time of entering the factory before the commencement of their shift.

### 6.12 Continuous Process:

Machines like Coating, Label Leader, Doming, Talyo etc. are required to be run/operated continuously. As such workmen working on these machines will ensure that machines are not stopped for any lunch/dinner breaks and workmen will have their lunch/dinner in staggered manner. This is done in order to avoid unnecessary wastage of material/fuel/ electricity. Similarly, where machines are manned by one workman such workman will remain at his post until his scheduled reliever etc. arrives to take over or the management is able to make other arrangement.

**6.13 Productivity and Discipline:**

In order to achieve higher production and productivity both the parties i.e. the Management and Union Representatives agree to work together to ensure the following :

- 6.13.1 Jointly promote industrial peace and harmony.
- 6.13.2 Introduction of better work practices, work discipline and work culture.
- 6.13.3 Adhere to quality objectives and standards fixed for achieving total quality.
- 6.13.4 Optimum utilization of all resources including manpower resources.
- 6.13.5 Efficient handling of raw materials.
- 6.13.6 Reduction of waste. Each section/department will mutually identify areas of wasteful practices and expenditure, reducing costs such as waste managerial, less scrap generation etc.
- 6.13.7 Optimize capacity utilization of shop floor machines and plants by resolving all disputes by mutual dialogues.
- 6.13.8 Removing unauthorized absenteeism and indiscipline at work places.
- 6.13.9 Encourage innovative work practices, redeployment of workmen, multi skilled development and job rotation.
- 6.13.10 Inculcate consciousness for improving the quality of work, product and service.
- 6.13.11 Both Management and Union are committed to create a healthy and safe working environment.

The Union/Workmen also agree

- 6.13.12 Not to resort to line stop or go slow or any other industrial action on the shop floor, for any reason whatsoever.
- 6.13.13 To make full use of productive working time. There shall be no idling, loitering after commencement of shifts, during working hours, before and after breaks and there shall be no early shut down.
- 6.13.14 Not to resort to any form of direct industrial action on the shop floor/office including 'gherao' of Management staff for any reason whatsoever.
- 6.13.15 To maintain strict discipline and cooperate with the Management in

implementing the provisions of the Company's Certified Standing Orders.

- 6.13.16 All the issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.

**6.14 Adherence to Standing Orders:**

The existing certified Standing Order No. CL/2/S.O/7/92/9394 issued by the Dy. Labour Commissioner and certifying officer vide Order No. CL/2/S.O/7/92 dated 4-12-1992 will continue to be followed.

However, the Union/workmen agree that they shall accept and give consent to any modification to the certified standing orders as proposed by the company in future and which will be mutually discussed between the management and union/workmen representatives. Further the union/workmen shall extend their support and co-ordination at every stage of the modification process, and getting the modified standing orders certified.

**6.15 Promotion:**

It is agreed by both the parties as follows :

- 6.15.1 Promotions in the workmen category will be strictly vacancy based and it is not necessary that the promotion process will take place every year, it will be at the discretion of the Management.
- 6.15.2 Promotion from one grade to another grade will be based on seniority and merit.
- 6.15.3 The following aspects shall be taken into consideration for determination of merit
  - A) Actual output as per CGPS norms in the existing Grade
  - B) Ability to give output as per CGPS norms in the next Grade
  - C) Flexibility and Mobility
  - D) Qualification suitable for the job
  - E) Length of service/experience in the grade
  - F) Dependability

The following points may also be considered along with above.

- (i) Behavior and conduct during the eligibility period.

(ii) Any advice/written communication issued to him during eligibility period.

(iii) Any disciplinary action against him during eligibility period.

6.15.4 Seniority Criteria – Those workmen who have completed 5 (Five) years in the current grade will be eligible to undergo the assessment process for promotion to the next higher grade.

6.15.5 The cut off for consideration of 5 (Five) years period shall be 1st April. Hence the promotion shall be limited to only one batch per year, i.e. in the month of April.

6.15.6 The assessment process may include oral/written exams, trade/practical tests and interviews etc.

6.15.7 The Management reserves the right to revoke/alter above criterias or implement altogether fresh set of grade – to – grade specifications at the time of the actual promotion process and Union/Workmen will have no say in the same.

#### 6.16 Retirement Age :

It is agreed by and between the parties that the age of retirement of permanent workmen shall be at 58 years. For this purpose, the date of birth as recorded with the company on the basis of their declaration in the employment application form shall be treated as authentic. Any change on this account in future, shall not be accepted.

### Chapter 7

#### CROMPTON GREAVES PRODUCTION SYSTEM (CGPS)

7.1 That all the permanent workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 445 minutes per workman, in each operation, as contemplated by CGPS norms which are attached as Annexure.

7.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS within 6 days. The management will also involve union/workmen representatives in such study/restudy and revisions.

7.3 Whilst arriving at the CGPS work content/ /norms to be performed by an individual/group/cells, the below mentioned procedure will be followed:

- (i) Validation of the elements/process,
- (ii) If necessary, re-validation considering the observations of the workmen working in that area,
- (iii) In exceptional cases only, further re-validation by a third party/outsider,
- (iv) In very special cases if found necessary, sample demonstration for cycle time as per CGPS.

7.4 To maintain and improve the competitiveness of the Company on a continued basis, it is agreed that the work content or the norms arrived as per the clause no 7.1 and 7.2 will be maintained at 133% of the work content/CGPS norms and the workmen will strive to achieve higher levels of productivity in order to improve the profitability of the company.

Any problems that will come during the implementation, will be sorted out through discussions without losing the focus of meeting the targets. Whilst implementing the improved norms, due consideration will be given to process/machine constraints.

7.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason, other than :

- Problems in Machinery
- Non-availability of material
- Inadequate manpower
- Any other reason not attributed to the workmen.

7.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clause 7.1, 7.2 or 7.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

7.7 That it is agreed that due to continuous changes in economic environment, some of the activities/operations in Departments may



become uneconomical, and may require modifications/alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.

- 7.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material and improve quality and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.
- 7.9 All workmen shall continue to co-operate from time to time for the implementation of new/revised CGPS norms.

### Chapter 8

#### GENERAL

- 8.1 It is agreed between the parties that the management shall deduct following two amounts from the amount paid to the workers who are the beneficiaries of this settlement :-

- (i) An amount of Rs. 8000/- (Eight Thousand only) towards the lumpsum amount for 4 CODs settlement (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 which are pending in reference before Industrial Tribunal on the date of signing of settlement) from the second installment of the lumpsum amount and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 15-08-2016.
- (ii) And further, an amount of Rs. 8,000/- (Eight Thousand only) from the arrears accrued from the present settlement effective from 01-04-2014, and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 22-04-2016.

Further, it is also agreed between the parties that the Management shall deduct an amount of Rs.100/- (One Hundred only) from the April, August and December wages, every year, towards the union annual fees for all the permanent workers who are the members of

CG-PPI Kundaim Employees Union as on 1st April, 1st August and 1st December of that year, and the same shall be paid to the union either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union".

- 8.2 The parties agree, that on signing this new settlement (composite settlement) all the issues pertaining to all the Union CODs from 2002 onwards (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 and 16-04-2014) and related (including the dispute of 8 days wages deducted in the year 2007 from March-07) stand resolved amicably and Union/Workmen shall not have any claim or right to agitate the matters or issues raised in their charters before any Court, Tribunal or other judicial or quasi-judicial forum/authority. This settlement is to be viewed and taken as a package deal in full and final settlement of all the demands contained in the said CODs and also subsequently raised by the Union and the Workmen/union/company will have no right to accept one part and reject the other. The Union/Workmen have also agreed that they give their consent to withdraw the special civil suit (No.2/2015/A) related to the aforesaid deduction of 8 days wages which is pending before Civil Judge, Senior Division, Ponda, Goa, and the union/workmen will provide all the necessary support to the Management for withdrawal of this suit as well as any other civil/labour/any other legal suit or industrial dispute under any labour law act pending in any court or before any judicial, government/labour authority.
- 8.3 The Union/Workmen agree that all other demands raised in the Union CODs from 2002 onwards which are not specifically dealt herein and to the extent not agreed either fully or partly in this settlement are deemed to have been discussed and dropped. During the tenure of this settlement it is agreed by Union/Workmen that they will not raise any demands or raise any issues/industrial disputes either individually or collectively in respect of any matters covered under the settlement or any demand or request which will have any financial implication or otherwise on the Company either directly or indirectly.
- 8.4 All the permanent workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.

8.5 All the permanent workmen, as part of their regular activities, will do Quality Assurance checks and maintain record of such checks.

8.6 Whenever the Company will introduce practices such as Statistical Process Control, Total Productive Maintenance, or relating to Productivity, Quality, Information Technology, Safety and Business Excellence drives as initiated by Management from time to time. etc., concerned workmen will maintain the necessary records to make the system successful.

8.7 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed there under, and responsibility of producing the required proof wherever necessary will be that of concerned workman.

8.8 Joint Application : Both the parties have agreed to file Joint Applications along with a copy of this Settlement before the Industrial Tribunal in the 4 pending references (i.e. Ref. No.IT-23/05, Ref. No.IT-11/08, Ref. No.IT-49/12, and Ref. No.IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to the original and copies of this Memorandum of Settlement, on this 18th day of February 2016 at Goa, in presence of the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa, and also in the presence of the Witnesses.

7. The above settlement terms are signed by the Party I workmen, Shri Gervacio Gracias (President, CG-PPI Kundaim Employees Union), Shri Pandurang Gaude (Vice President, CG-PPI Kundaim Employees Union), Ghanshyam Gaude (General Secretary, CG-PPI Kundaim Employees Union), and Shri Yeshwant Naik

(Treasurer, CG-PPI Kundaim Employees Union) represented by advocate Shri. Shirodkar so also by Party II employer, Shri Murlidhar N. Nikam (Chief Executive Officer) Shri Shanshiranjan Kumar (Head- HR- India & SEAP Crompton Greaves Ltd.) Shri Sadanand M. Fadte (Finance Head CG-PPI Adhesive Products Limited) and Mangesh Valve (ACM- Human Resources Crompton Greaves Ltd) and their advocate Shri P.J.Kamat in the presence of Shri. V. Pai Bhatikar, Assistant Labour Commissioner & Conciliation Officer, Ponda-Goa dated 18-02-2016.

8. I have gone through the records of the case and the settlement terms filed as above. I am convinced that the above settlement terms are in the interest of Party I workmen, and the Management and hence the same are accepted. In view of above, I pass the following:

#### ORDER

1. The reference at the instance of Party I workmen, stands disposed of in view of above settlement terms filed by the Party I Union and Party II.
2. No order as to costs.
3. Inform the Government accordingly.

Sd/-

(Vincent D'Silva)

Presiding Officer,

Industrial Tribunal-cum-Labour Court.

#### Department of Personnel

#### Order

No. 6/25/2013-PER/1784

Read: Order No. 6/25/2013-PER dated 13-08-2013.

In partial modification to the order read at preamble, the Secretary, Goa Konkani Academy shall be the link officer to the post of Member Secretary, Goa Kala Academy whenever the officer proceeds on tour/training/leave etc. for less than 15 days. The urgent and pressing matters will be disposed off by the link officer and routine matters be put to the regular officer on his/her return from tour/training/leave etc.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 27th May, 2016.

## Department of Public Health

Further, thereafter, the following para shall be added:-

## Corrigendum

No. 4/3/2016-II/PHD/715

Read: Government Order No. 4/3/2016-II/PHD dated 24-05-2016.

In the first para of the Government Order read at preamble, the Institution appearing as 'Goa Medical College' shall be read as:-

"Goa Medical College and Hospital"

Director (Administration), Goa Medical College shall be the Member Secretary of the said Commission.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 31st May, 2016.

## Department of Public Works

Office of the Principal Chief Engineer

## Order

No. 40/1/2016/PCE-PWD-ADM(II)/42

Government is pleased to order the transfer of the following Assistant Engineers/Assistant Surveyor of Works (Civil) in this Department and post them at the places shown against their names in column No. 4 below, with immediate effect in public interest.

Sr. No.	Name	From	To
1	2	3	4
1.	Shri Prakash L. Pai	Assistant Engineer, Sub-Division II, Division XXI (Sewerage), Vasco	As Assistant Engineer, Sub-Division I, Division XXI (Sewerage), Margao in the existing vacancy, thereby relieving Shri Ganesh Velip, AE from addl. charge.
2.	Shri Nolasco L. Pereira	Assistant Engineer, JICA Project, Altinho, Panaji	As Assistant Engineer, Sub-Division II, Division XXI (Sewerage), Vasco vice Shri Prakash L. Pai, A.E. transferred.
3.	Shri Valsan M. K.	Assistant Engineer, Sub Division I, Division XIX (Bldgs.), Bambolim	As Assistant Engineer, Sub-Division I, Division XVII (PHE), Pernem vice Shri C. L. George, AE, transferred.
4.	Shri C. L. George	Assistant Engineer, Sub-Division I, Division XVII (PHE), Pernem	As Assistant Engineer, Sub-Division I, Division XIX (Bldgs.), Bambolim vice Shri Valsan M. K., AE, transferred.

By order and in the name of the Governor of Goa.

*U. P. Parsekar*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 27th May, 2016.

## Department of Social Welfare

Directorate of Social Welfare

**Notification**

No. 68-5-96/SDB/Part/1702

Ministry of Social Justice & Empowerment, Government of India, Shastri Bhavan, New Delhi directed the State Government to conduct the survey of Manual Scavengers in rural areas of the State of Goa, in order to eliminate Manual Scavengers and to carry out rehabilitation of Manual Scavengers in alternative dignified occupation.

In view of the above, the Government hereby declared 12 Blocks/Talukas mentioned below as a self declaration centre for the purpose of Manual Scavenger and Insanitary Latrines.

1. Block Development Office, Tiswadi-Goa.
2. Block Development Office, Bardez-Goa.
3. Block Development Office, Pernem-Goa.
4. Block Development Office, Ponda-Goa.
5. Block Development Office, Sattari-Goa.
6. Block Development Office, Bicholim-Goa.
7. Block Development Office, Dharbandora-Goa.
8. Block Development Office, Salcete-Goa.
9. Block Development Office, Mormugao-Goa.
10. Block Development Office, Quepem-Goa.
11. Block Development Office, Sanguem-Goa.
12. Block Development Office, Canacona-Goa.

It is further declare that all the Block Development Offices are authorised for recording the information pertaining to Manual Scavengers and Insanitary Latrines in their respective Block/Talukas.

This Notification is issued with approval of Government.

By order and in the name of the Governor of Goa.

*Meena Naik Goltekar*, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 03rd June, 2016.

## Department of Sports and Youth Affairs

Directorate of Sports and Youth Affairs

**Order**

No. 8/1/2009/Adhoc-Prom/Adm/DSYA(P.F.)/802  
Read: Govt. Order No. 8/1/2009/Adhoc-Prom/Adm/DSYA/(P.F.)/2103 dated 20-08-2015.

On the recommendation of the Goa Public Service Commission vide their letter No. COM/II/11/45(1)/2014/324 dated 19-05-2016 post facto sanction of the Government is hereby conveyed for extension of the adhoc promotion to Smt. Juliana Gurjao e Colaco, Dy. Director (Sports & Youth Affairs) for the period of nine months w.e.f. 1-10-2015 to 30-06-2016.

By order and in the name of the Governor of Goa.

*V. M. Prabhu Desai*, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 6th June, 2016.

**Notification**

DSYA/YS/NSS/SNAC/2016

Government of Goa is pleased to constitute the following Committee and publish the same for the General Information of the public, which shall come into force from the date of publication in the Official Gazette.

**Name of the Committee: "State NSS Advisory Committee".**

The objectives behind the constitution of State NSS Advisory Committee.

1. All important matters relating to the development of the NSS programmes in the State.
2. Allocation of NSS volunteers to Colleges & Higher Secondary Schools.
3. Approval of the NSS budget.
4. Selection of Colleges and Higher Secondary Schools for covering NSS programmes.
5. Securing assistance and co-ordination of different Departments of Government and the Non-Government Agencies.
6. Allocation of grants to Goa University and Higher Secondary Schools.
7. Co-ordination, review and evaluation of the programmes at the State level.

**Tenure of the Committee and Frequency of the meeting:** The tenure of the State NSS Advisory Committee will be for three years (2016-2019) and committee will meet at least twice in a year i.e. 2nd week of July and 3rd week of January.

**Sphere of Consultations:** The State NSS Advisory Committee is expected to work in the ambit of the NSS guidelines as far as NSS programme are concerned. The State Advisory Committee is free to make necessary recommendations for the improvement of NSS activities. As far as administrative and policy directives are concerned the Advisory Committee will not make any changes unilaterally.

#### State NSS Advisory Committee

- |   |                   |
|---|-------------------|
| 1. Hon. Minister for Sports and Youth Affairs, Govt. of Goa   | Chairperson.      |
| 2. Secretary (Sports)   | Member.           |
| 3. Vice-Chancellor, Goa University                            | Member.           |
| 4. Director of Education                                      | Member.           |
| 5. Director of Higher Education                               | Member.           |
| 6. Director of Panchayats                                     | Member.           |
| 7. Director of Information & Publicity                        | Member.           |
| 8. Regional Director NSS(WR)                                  | Member.           |
| 9. TOC/TORC Co-ordinator                                      | Member.           |
| 10. Co-ordinator (North) NYK                                  | Member.           |
| 11. Co-ordinator (South) NYK                                  | Member.           |
| 12. Chairman of the Higher Secondary School Principals' Forum | Member.           |
| 13. NSS Co-ordinator, Goa University                          | Member.           |
| 14. NSS Co-ordinator, Higher Secondary Schools                | Member.           |
| 15. Director of Sports and Youth Affairs                      | Member Secretary. |

By order and in the name of the Governor of Goa.

V. M. Prabhu Desai, Director (Sports & Youth Affairs).

Panaji, 31st May, 2016.

#### Department of Transport

Directorate of Transport

#### Order

No. 5/2/93-Tpt/2016/1824

The following Assistant Directors of Transport are hereby transferred with immediate effect on administrative grounds and in public interest.

Sr. No.	Name of the Officer	Present posting	Office to which transferred
1.	Shri Ivo Rodrigues	ADT (Enf) North, Panaji	ADT, Mapusa (Shri N. Arolkar, ADT (Pernem) is relieved of additional charge).
2.	Shri Sandeep Dessai	ADT, Dharbandora	ADT (Enf) North, Panaji.
3.	Shri Kishor Lotlikar	ADT, Ponda	Shall hold additional charge of Assistant Director of Transport (Dharbandora) until further order.

The above officers stand relieved from their present posting with immediate effect and shall not avail joining period or any type of leave till they assume their new place of posting.

By order and in the name of the Governor of Goa.

Venancio Furtado, Director (Transport).

Panaji, 2nd June, 2016.

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